

## APPENDIX VIII. CERTIFICATE OF GROUP SELF-INSURANCE [POOL MEMBERSHIP].

(NOTE: The instructions in brackets are to be replaced by the relevant information and the brackets deleted.)

Name: [name of each covered location]

Address: [address of each covered location]

Policy number:

Endorsement (if applicable):

Period of coverage: [current policy period]

Name of Group self-insurance pool:

Address of Group self-insurance pool:

Name of Member:

Address of Member:

Certification:

1. [Name of Group Self-Insurance Pool], the group self-insurance pool, "Pool," as identified above, hereby certifies that it has entered into a Membership Agreement (Agreement) with the member to provide liability coverage for the following aboveground storage tank(s) and/or pipelines in connection with the insured's obligation to demonstrate financial responsibility under the Virginia Petroleum Aboveground Storage Tank and Pipeline Facility Financial Responsibility Requirements Regulation ([9VAC25-590-640](#)) for [insert: "taking corrective action" and/or "compensating third parties for bodily injury and property damage containment and cleanup of discharges of oil"] caused by either sudden accidental releases or nonsudden accidental releases; in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the Pool Plan (Plan) and Agreement; [if coverage is different for different tanks, pipelines, or locations, indicate the type of coverage applicable to each tank, pipeline, or location] arising from operating the aboveground storage tank(s) and/or pipelines identified above.

The limits of liability of the Pool are [insert the dollar amount] of the containment and cleanup "each occurrence" and "annual aggregate" limits of the Group's liability; if the amount of coverage is different for different types of coverage or for different aboveground storage tanks, pipelines, or locations, indicate the amount of coverage for each type of coverage and/or for each aboveground storage tank, pipeline or location insert the dollar amount] corrective action per occurrence and [insert dollar amount] third party liability per occurrence and [insert dollar amount] annual aggregate [If the amount of coverage is different for different types of coverage or for different underground storage tanks or locations, indicate the amount of coverage for each type of coverage and/or for each underground storage tank or location], exclusive of legal defense costs, which are subject to a separate limit under the Plan or Agreement. This coverage is

provided under the Plan dated [insert date] and the Agreement entered into between [name of member] and [name of Pool]. The effective date of said Agreement is [date].

2. The Pool further certifies the following with respect to the coverage described in paragraph 1:

a. Bankruptcy or insolvency of the member shall not relieve the Pool of its obligations under the policy to which this certificate applies.

b. The Pool is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third party, containment and cleanup with a right of reimbursement by the member for any such payment made by the Pool. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in [9VAC25-640-70](#) through [9VAC25-640-120](#).

c. Whenever requested by the State Water Control Board, the Pool agrees to furnish to the State Water Control Board a signed duplicate original of the Agreement and Plan and all endorsements.

d. Cancellation or any other termination of the coverage by the Pool, except for nonpayment of premium or misrepresentation by the member, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the member and the State Water Control Board. Cancellation for nonpayment of premium or misrepresentation by the member will be effective only upon written notice and only after expiration of a minimum of 15 days after a copy of such written notice is received by the member and the State Water Control Board.

e. The Pool covers claims otherwise covered by the Agreement and Plan that are reported to the Pool within six months of the effective date of cancellation or nonrenewal of the Agreement except where the new or renewed Agreement has the same retroactive date or a retroactive date earlier than that of the prior Agreement and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such Agreement renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the Agreement and Plan.

I hereby certify that the wording of this instrument is identical to the wording in APPENDIX XII of [9VAC25-640](#) and that the Pool is licensed by the Commonwealth of Virginia's State Corporation Commission pursuant to [14VAC5-3805](#).

[Signature of Authorized Representative of Pool]

[Type name], [Authorized Representative] of [name of Pool]

[Address of representative]